

REGULATIONS ON
GENERAL TERMS FOR THE EXECUTION OF
ONE-TIME PAYMENT TRANSACTIONS
IN PE POST OF SERBIA

I BASIC PROVISIONS

General provisions

Article 1

Regulations on general terms for the execution of one-time payment transactions in PE Post of Serbia, Belgrade (hereinafter referred to as: General terms) determine the following:

- manner and conditions for the execution of one-time payment transactions,
- deadlines for the execution of one-time payment transactions,
- fees and costs for the execution of one-time payment transactions,
- manner and deadlines for informing the customer and
- responsibility of the Post.

When handing over the order for payment at the post office, the customer confirms that he is familiar with General terms, Time Schedule plan, and applicable Pricelist and that he fully agrees and acknowledges them before concluding the contract on the execution of one-time payment transactions.

General terms, Time schedule plan and applicable Pricelist are available in printed form in post offices and on the webpage of the Post www.posta.rs.

The customer is entitled to request the copy of General terms on paper or another permanent data storage which is available in the post office.

Meaning of certain terms and expressions

Article 2

Terms used in this General terms have the following meaning:

1. **the Post** - PE Post of Serbia, Belgrade, registered at the Business Register Agency of the Republic of Serbia under the number: 07461429, based in Belgrade, Takovska no. 2; The Post is the provider of payment services pursuant to the Law on payment services ("Official gazette of RS", no. 139/14);
2. **post office** – a unit of the postal network;
3. **order** – payment order which is used for the execution of one-time payment transactions;
4. **payment account** - means account used for the execution of payment transactions, operated by the provider of payment services for one or more payment services customers;
5. **customer** - means a natural or legal person who uses or has used payment services as a payer and/or payee or he contacted the Post in order to use those services;
6. **payee** - means a natural or legal person who is designated as the recipient of funds which are the subject of the payment transaction;
7. **unique identification mark**– means combination of letters, numbers or symbols which the Post determines for the customer, and which the customer needs to specify in order to clearly determine other customer or account for payment of other customer used in one-time payment transactions. The Post usually uses the number of payment account as a unique identification mark. Exceptionally, for payments where the order is received based on the contract which the Post concluded with a payee, unique identification mark can be reference number or other unique mark.

8. **e-credit** –cash payment services that are executed according to the contract with a payee, where the unique identification mark is a number (or combination of letters and numbers) which is the base for the payment at the post office. The information on payment shall be available to the payee ten minutes upon receipt of the order at a post office.
9. **cash** - means bills and coins;
10. **business day** – is a day, i.e. part of the day where the Post operates in order to enable the execution of payment transactions to the payment services customers;
11. **permanent data storage** - means any mean which allows the user to save data intended for him, to accesses these data and to reproduce them in unaltered form in the period corresponding to the purpose of keeping;
12. **fee** – price for service defined by the Pricelist of the Post;
13. **post office clerk** – employee at the post office who provides payment services and gives information to the payment services customers;
14. **Time schedule plan** – the plan of reception and execution of payment transactions is a special Act of the Post which defines deadlines for the execution of the payment order,
15. **framework contract** - a contract on payment services which governs future execution of individual payment transactions,
16. **PSB** – Postal Savings Bank JSC, Belgrade.

II ONE-TIME PAYMENT TRANSACTIONS

Article 3

One-time payment transaction is every cash payment by the customer, not covered by a framework contract.

Previous information on one-time payment transaction:

- data on unique identification mark or other data which customer needs to specify for proper execution of the order,
 - deadline for execution of payment transaction,
 - type and amount of all fees that the Post charges to customer,
- are contained in the General terms, Time schedule plan and applicable Pricelist.

Excerpt from the applicable Pricelist of the Post is enclosed and makes an integral part the General terms.

Article 4

The Post provides following services that enable cash payment to the payment account:

- payment to the current account – payment of bills, dues, taxes, fees, daily receipts etc.
- payment to the current account with TC transfer – payment to the current account in which the payment information is electronically delivered to the payee,
- e-credit services.

E-credit services include:

- payment to the current account with SMS notification - payment to the current account with the following: delivery of SMS notification to the customer on performed payment and information about payment to the payee,

- PostFin payment – payment of Internet orders. During the internet purchase the customer gets a PostFin number, which is connected to the order, which he then tells at the post office during payment. Information on the PostFin payment is electronically delivered to the payee.
- payment of phone credit for customers of mobile phone operators.

The Post can arranged with the payees - bill issuers a special manner of accepting original bills from customers, which implies a more favourable deadline for execution of these orders than the orders for payment to current account, which is closely defined in the Time schedule plan.

Elements of the order **Article 5**

Elements of the order are determined by the decision of the National Bank of Serbia.

The order contains elements which are necessary for its execution, and the Post can determine additional elements of the order, besides the necessary ones for the execution of one-time payment transactions.

Reception of orders **Article 6**

The Post receives and processes orders if the following conditions are met:

- order contains elements necessary for its execution,
- order is filled in legibly and completely (without corrections),
- there are no legal obstacles to the execution of the order and
- customer has provided money for payment of the order and fees that the Post charges pursuant to the applicable Pricelist.

The order is considered received after the recording of information from the order into the unique information system of the Post.

The Customer can submit the order to the Post in paper form at the counter of any post office.

The Post executes one-time payment transactions according to the received orders, pursuant to the Time schedule plan, if all conditions mentioned in this article are fulfilled.

The Post receives orders every workday according to the working hours of the post offices.

The customer is responsible for the accuracy and completeness of information on the order, regardless of whether the order was filled in with the assistance of the post office clerk or without his help.

The moment of receiving the order **Article 7**

The moment of receiving the payment order is the moment when the Post receives the payment order directly from the customer and records the information from the order into the unique information system.

Time of order reception is recorded on the copy of the order given to the customer.

Approval for the execution of one-time payment transactions

Article 8

It is considered that the customer gave approval (authorization) for the execution of one-time payment transaction by submitting the order to the Post by simultaneously handing over the amount of cash necessary for the execution of the order.

The Post can ask from the customer to sign the order, and thus give the consent for its execution.

The execution of one-time payment transactions

Article 9

The Post executes received orders pursuant to the published Time Schedule plan.

The Post can refuse to execute the order if all the conditions for its execution have not been met. The Post will notify the customer about the refusal for the execution of the order, including the reasons for refusal and the procedure for correction of errors that were the cause of the refusal, right after the reception of the order, except in cases where notification is prohibited in accordance with other regulations. If the execution of the order was refused, it is considered that the order was not even received.

Revocation of the payment order

Article 10

Customer may revoke the payment order in any moment before the order becomes irrevocable, by submitting the request for revocation of the payment.

Customer shall submit the request for revocation in a post office, in written form.

Irrevocation shall become effective when the Post forwards the order to commercial banks, for execution.

Responsibility of the Post for unapproved, unexecuted or irregularly executed one-time payment transactions

Article 11

Unapproved payment transaction is a payment transaction for execution of which there is no consent of the customer, given according to the General conditions.

If the Post is responsible for execution of the unapproved one-time payment transaction, it shall, upon finding out, refund the amount of the transaction to the customer, and also refund all the fees charged to the customer and pay the amount of all the interests to which the customer would be entitled if the unapproved one-time payment transaction was not executed.

If the Post is responsible for unaccomplished or the improperly executed one-time payment transaction, it shall, upon finding out, refund the amount of that transaction to the customer,

except if the customer required proper execution of the payment transaction, and also to refund all the fees charged to the customer and pay the amount of all the interests to which the customer would be entitled to if the unexecuted or improperly executed payment transaction was not executed.

The Post shall not be obliged to refund the amount of the unapproved, unexecuted or improperly executed one-time payment transaction, and the calculated fees in the following cases:

- if the execution, non-execution or irregular execution of one-time payment transaction is the consequence of force major which prevented fulfilment of the liabilities of the Post or if that is established by some other act;
- if the execution of the one-time payment transaction is the consequence of the customer's fraud;
- if the non-execution and/or irregular execution is the consequence of wrong instruction on the payment order;
- if the customer has not immediately upon finding out about that payment transaction, or within 13 months upon debiting at the latest, informed the Post about the unapproved, unexecuted or irregularly executed one-time payment transaction.

Fees and Expenses

Article 12

The Post shall charge from the customer a fee for performing one-time payment transaction immediately upon reception of the payment order.

The fees of the Post are determined in the applicable Pricelist, and are available in all post offices, as well as on the webpage of the Post.

Business Secret

Article 13

The Post, or its employees, shall not communicate or provide, nor allow access to the third parties of the data acquired during their operating which refer to the customer, including the data on personality or data on transaction.

Notwithstanding paragraph 1 hereof, the Post may supply the relevant bodies and other institutions with the data which are considered as business secret, according to the law.

Protection of Personal Data

Article 14

The Post shall act in accordance with the regulations governing the protection on personal data when gathering and processing personal data.

The Post may gather and process data referred to in Paragraph 1 hereof in order to prevent, examine or reveal fraudulent acts or misuses regarding payment services.

Informing

Article 15

The information which the Post shall make easily available to the customer before conclusion of agreement on one-time payment transaction are contained in the General conditions, Time Schedule and applicable Pricelist.

The above acts shall be available in any post office as well as on the webpage of the Post.

Upon reception of the order for execution of one-time payment transaction, the customer shall receive the following information on payment transaction:

- a reference for identification of the payment transaction
- amount of the payment transaction
- amount of fee for every single transaction
- date and time of the order reception.

Upon the order reception, the employee in the post office shall issue to the customer one copy of the recorded order with information referred in Paragraph 2 hereof.

III OTHER ONE-TIME PAYMENT TRANSACTIONS

Article 16

Apart from payment orders, the Post renders the following payment services:

- cash inpayments on the current accounts of the customers of the Postal Savings Bank and cash outpayments from the current accounts of the customers- natural persons kept with the Bank,

- money orders (remittances):
 - money orders inside the country,
 - Western Union money order
- reception and collection of citizens's current account cheques.

Inpayments of cash to the current accounts of clients of the Postal Savings Bank and cash outpayment from current accounts of customers-natural persons

Article 17

The Post renders services of inpayments on and outpayments from the current accounts kept with the Bank, pursuant to the agreement and general conditions of Bank's operations, available on the website of the Bank www.posted.co.rs.

The Post shall not charge the commission fee from the customers for the cash outpayment from the current accounts kept with the commercial banks. The bank issuer of the card may charge the commission fee from the customers for cash withdrawal at the POS terminals and ATM-s of the Post (according to its tariff book).

The Post performs identification of customers/natural persons at the cash outpayment from the current accounts.

Money Orders Inside the Country

Article 18

The Post shall execute the outpayment of money orders to customers, without opening payment accounts in banks, in coordination with the payers-state institutions and commercial banks.

The outpayment of money orders is made in the manner, under conditions and time-limits determined by contracts with payers and commercial bank.

Western Union Money Order

Article 19

The conditions for rendering services for execution of the Western Union money orders are available on the back of the form for sending/receiving money in post offices.

Reception and Collection of Citizen's Current Accounts Cheques

Article 20

The Post performs the reception and collection of citizens' current account cheques in all the post offices, pursuant to the agreed cooperation with the Postal Savings Bank, respecting the provisions of the interbank agreement, as regards reception and collection of cheques.

IV PROCEDURE FOR FILING COMPLAINTS

Article 21

The customer shall be entitled to file a complaint if he/she believes that the Post does not comply with the provisions of the law and other regulations which regulate services, operation conditions, good business practices referring to services and liabilities from the agreement concluded with the customer.

The customer may direct a complaint to the Post regarding provision of a certain payment service, or execution of one-time payment transaction.

The complaint may be sent to the e-mail address brigaokorisnicima@posta.rs, through the Post website www.posta.rs, submitted in written form in any post office or sent by post to the address of PE Post of Serbia, Postal Financial Services Customer Care Office, Takovska Str.No.2, 11000 Belgrade, PAC 135403.

The Post shall not be obliged to consider oral complaints.

The complaint may contain the data of a customer which can undoubtedly determine the relationship with the Post, and the reasons for filing the complaint, as well as the proofs (documents) which point to the reason of the complaint.

If the submitted description of the events/situation and/or proof is incomplete, the Post may ask that the customer makes it complete.

The customer shall be entitled to submit the complaint within three (3) years upon the day when the violation of his/her right or interest occurred.

The Post shall inform the payer about the admissibility of complaint and the measures and acts taken in written form, within fifteen (15) days upon reception of the complaint.

The Post shall not charge for fees or some other costs for acting upon complaint.

V SETTLEMENT OF DISPUTES

Article 22

The law of the Republic of Serbia shall be applied on the relations, interpersonal rights and liabilities of customers and the Post.

For settlement of any disputes arising from the business relations of customer and the Post the competent court according to the seat of the Post shall be locally chosen, save in cases when agreed otherwise, or if the exclusive jurisdiction of some other court or competent body is in force.

VI TRANSITIONAL AND FINAL PROVISIONS

Article 23

The provisions of these General Conditions shall come into force on the next day upon announcement in the “Official PTT Gazette“ and shall be effective as of October 1, 2015.

PE POST OF SERBIA